BENGALURU METROPOLITAN TRANSPORT CORPORATION

Central Offices:: Shanthinagar:: BENGALURU

Pre-bid meeting proceedings held on 22.03.2023 rgarding Selection of Service Provider for Procurement, Operation and Maintenance of 10 Nos. double decker AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT) Tender No. BMTC/2023-24/SE0280/CALL-2 dtd.14.03.2024

Present:

Sl. No.	Committee Members
1	Chief Mechanical Engineer, BMTC
2	Controller of Stores & Purchase, BMTC
3	Chief Accounts Officer, BMTC

Sl No	Companies
1	M/s. Ohm Global Mobility Pvt. Ltd.

The Chief Mechanical Engineer, BMTC welcomed the committee members and also the representatives of the companies and informed that the BMTC/2023-24/SE0280/CALL-2 dtd.14.03.2024 was floated for Selection of Service Provider for Procurement, Operation and Maintenance of 10 Nos. double decker AC Electric Buses on Gross Cost Contract (GCC) Model under National Clean Air Programme (NCAP) and State Urban Transport Fund (SUTF) of Directorate of Urban Land Transport (DULT).The queries submitted by the firms and the decision of BMTC are as under:

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
M/s.OHM Global Mobility Private Limited					
1	23.1	21	The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the Annual contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period. The Bank Guarantee will be released by the Authority upon expiry of One Hundred and twenty (120) days beyond the date of completion ofServices provided rectification of errors if any, found during implementation of the Contract, and satisfactory report by the Authority in this regard is issued. If a successful Bidder fails to submit the Performance Security (as specified above), it shall attract penalty, i.e. forfeiture of Bid Security	The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of **INR. 50000 per bus covering performance obligations and initially valid for a period of 3 years. The Performance BG to be extended upto90 days beyond the date of completion of the contract period.**	Adhere to Tender condition, please refer the tender document uploaded on 14.03.2024
2	23.2	22	BMTC will be providing a subsidy of Rs. 1,00,00,000/- (Indian Rupes One Crore only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.	**Kindly request you to consider 20% reduction year on year on the Subsidy Performance Security**	Agreed

3	3	2	The battery shall have capacity to operate daily assured kilometers of 120kms in a single charge at 80% SOC and after opportunity charging of 45 minutes at same identified depot, so that assured kilometers of 150 per day is achieved (on actual condition with GVW and AC).	The battery shall have capacity to operate daily assured kilometers of **120kms in a single charge at 80% SOC as per AIS:040 test conditions and after opportunity charging of 45 minutes (Depot in, Depot Out basis)**at same identified depot, so that assured kilometers of 150 per day is achieved (on actual condition with GVW and AC).	Agreed
4	3.2 Battery Life	2	The manufacturers to replace batteries when the state of health (SOH) fall below 80 percent.	Request deletion of the clause.	As per Manufacturer design
5	3.5D	3	The battery shall have capacity to operate daily assured kilometers of 120kms in a single charge at 80% SOC and after opportunity charging of 45 minutes at same identified depot, so that assured kilometers of 150 per day is achieved (on actual condition with GVW and AC).	The battery shall have capacity to operate daily assured kilometers of 120kms in a single charge at 80% SOC as per AIS:040 conditions and after opportunity charging of 45 minutes (Depot in, Depot Out basis) at same identified depot, so that assured kilometers of 150 per day is achieved (on actual condition with GVW and AC).	Agreed
6	13	4	Operating Range: The battery shall have capacity to operate daily assured kilometers of 150kms at 80% SOC for DD AC Buses in actual conditions for the relevant GVW with Air Conditioning.	The battery shall have capacity to operate daily assured kilometers of 120kms in a single charge at 80% SOC as per AIS:040 conditions and after opportunity charging of 45 minutes (Depot in, Depot Out basis) at same identified depot, so that assured kilometers of 150 per day is achieved (on actual condition with GVW and AC).	Agreed
7	15.6.G.2	6	Priority seats - minimum 2 seats: Required, location as per BMTC requirement	Kindly request you to consider Priority seats as per CMVR Requirements	Priority seats - to be provided as per AIS 052/CMVR
8	19.11	11	Mirrors right/left side exterior/interior: As per AIS: 001 & 002. Interior with double curvature	Kindly request you to consider Internal camera in place of mirrors	Agreed
9	20.2	11	Life cycle requirements of bus: 12 years or 10,00,000 km	Life cycle requirements of bus: 12 years or10,00,000 km whichever is earlier	Agreed
10	5.1.6	21	Make adequate arrangements, to make available spare buses to ensure a fleet availability of 100% of the fleet 10 buses (ten) buses with assured km of 150 per day at any given Period of Contract. The payment will be made to the actual buses deployed and kms operated for the day.	Make adequate arrangements, to make available spare buses to ensure a **fleet availability of 92% of the fleet 10 buses (ten) buses with assured km of 150 per day at any given Period of Contract**. The payment will be made to the actual buses deployed and kms operated for the day.	The service provider has to make adequate arrangements for the following: a) Fleet availability-100% b) Fleet Utilization- 95%

11	13.6 Supply of Prototype	49	13.6.2 In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of INR 25,000/- excluding applicable taxes per day from the Performance Security as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of **INR 5,000/- excluding applicable taxes per day from the Performance Security** as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	Agreed
12	22.7	87	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first two years, there will be no revision for Hiring Charges	Request to amend the revision of fee in line with CESL Government of India tender clause, 22.4: "The Parties agree that the PK Fee shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25) Where, CPI Base = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial	Adhere to Tender condition, please refer the tender document uploaded on 14.03.2024

				Workers (CPI- IW) at the time of Bid end date. CPI Month = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) for particular month when the price variation is applicable. MWBase = Minimum wages notified by the Labour department of that state applicable at the time of bid end date for skilled category MWMonth= Minimum wages for skilled category for particular month, notified by	
13	22.7.2	87	22.7.2 The base rate of electricity as on the date of tender is Rs.4.50/- per unit and Rs.200 per KVA as fixed charges. In case of increase in electricity tariff, in respect of Fixed/Energy charges only it will be borne by Authority and if decreases, the difference amount is to be deducted from bidder and any statutory payment like tax, fuel escalation charges (FEC) shall be borne by bidder only. The power consumption shall be 1.6 kwh per km as per Bus Specification and if the power consumption exceeds 1.6 kwh, the difference power cost shall be borne bidder only.	1. Fuel escalation charges to be borne by the Authority 2. the power consumption shall be 1.8kwh per km for Double decker buses	Agreed
14	Article 23	88, 89 & 90	TRAINING AND DEPUTATION OF GOVERNMENT EMPLOYEES	Request deletion of Article 23	Adhere to Tender condition, please refer the tender document uploaded on 14.03.2024
15	27.1.3	97	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **3 months estimated Fee payable to the Service Provider as a revolving fund** and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender condition, please refer the tender document uploaded on 14.03.2024
16			Schedule L MAINTENANCE DEPOTS EQUIPMENT (This is in addition to the specific equipments required for electric buses)	MAINTENANCE DEPOTS EQUIPMENT (The maintenance depot equipment specified is only indicative and all equipment will be finalized based on the list recommended by OEM & service providers for bus O&M)	The depot will be handed over in as is where is condition and any additonal maintenance equipments to be maintained as per OEM maintenace practise.

CME, BMTC

CAO, BMTC

COSP, BMTC

CTM(O), BMTC

CCE, BMTC